

*Contract no. 878*

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JULY 1, 1992

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

BOROUGH OF BROOKLAWN

COUNTY OF CAMDEN

AND

POLICE DEPARTMENT OF THE BOROUGH OF BROOKLAWN

CAMDEN COUNTY, NEW JERSEY

FOR THE YEARS

1991 & 1992

This AGREEMENT, dated the 18<sup>th</sup> day of March, 1991, is entered into between the BOROUGH OF BROOKLAWN (herein after referred to as the BOROUGH) and the P.B.A. DELEGATE NO. 30 (herein after referred to as the BARGAINING UNIT).

#### ARTICLE 1 - UNION RECOGNITION

The BOROUGH hereby recognizes the P.B.A. DELEGATE No. 30 as the sole and exclusive collective bargaining representative of all full-time permanent officers of the BOROUGH OF BROOKLAWN POLICE DEPARTMENT, excluding the Chief of Police, clerical workers, part-time officers and probationary officers.

#### ARTICLE 2 - CONTRACT PERIOD

This AGREEMENT shall remain in full force and effect from the date set forth above through December 31, 1992. The salary and all other articles contained herein are retroactive to January 1, 1991.

#### ARTICLE 3 - GRIEVANCE PROCEDURE

##### A. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. Nothing herein contained shall be construed to limit the rights of an employee having a grievance, to discuss the matter informally with his Superior Officer, and having the grievance adjusted without the intervention of the P.B.A..

##### B. Definition:

1. The term "GRIEVANCE" as used herein means a complaint by any employee, that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this AGREEMENT.

##### C. Presentation of Grievance:

1. In presentation of a grievance, the aggrieved shall have the right to present his own appeal or designate a P.B.A. representative of Counsel to appear with him or her.

##### D. Steps of Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievance between the parties covered by this AGREEMENT.

##### STEP 1

a. The aggrieved shall institute action, in writing, signed and delivered to the Chief of Police within five (5) working days of the occurrence. failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.

b. The Chief of Police shall render a decision in writing within five (5) working days after receipt of the grievance.

STEP 2

a. Should the aggrieved disagree with the decision of the Chief of Police, then, and in that event, the aggrieved may within five (5) working days of the decision, submit the grievance to the Director of Public Safety. The grievance shall be in writing and signed. Within five (5) days after receipt of the grievance, the Director of Public Safety shall render a decision.

STEP 3

a. Should the aggrieved be dissatisfied with the Director's decision, such person has five (5) days in which to request the presentation of his grievance to the entire Borough Council. The Borough Council shall review the decision of the Director of Public Safety together with the disputed areas submitted by the aggrieved at the next regularly scheduled Council Meeting following the submission of the grievance to it. The aggrieved and/or the P.B.A. representative of Counsel may request an appearance before the Borough Council. The Council will render its decision within ten (10) days of the Council Meeting at which the grievance was presented to them.

STEP 4

a. Should the Bargaining Unit be dissatisfied with the decision of the Borough Council, then and in that event, the Bargaining Unit has five (5) days with which to request the appointment of an Arbitrator.

b. A request for arbitration by the Bargaining Unit will be made to P.E.R.C. to submit a ROSTER OF PERSONS QUALIFIED to function as an arbitrator in the dispute in question.

c. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the P.E.R.C. to submit a second roster of names.

d. If the parties are unable to select a mutually satisfactory arbitrator from the second submitted list in accordance with the P.E.R.C. procedures, P.E.R.C. may be requested by either party to designate an arbitrator.

e. The arbitrator shall limit himself to the issues submitted and shall consider nothing else. He can add nothing to, nor subtract anything from the AGREEMENT between the parties or any policy of the BOROUGH. Only Borough Council, the aggrieved and the Bargaining Unit shall be given copies of the Arbitrators Report of Findings and Recommendations.

f. The arbitrators fee shall be divided equally by the parties.

ARTICLE 4 - SEVERABILITY

In the event that any provision of the AGREEMENT between the parties shall be held by operation of law, or by the Order of any Court or Administrative Agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such AGREEMENT shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification, revision or substitution for such clause or clauses. Said notice to be given within ten (10) days of the date the provision is declared invalid or unenforceable.

#### ARTICLE 5 - LEAVE OF ABSENCE WITH PAY

A. In the event of the death in the employee's immediate family, an employee shall be entitled to a leave of absence with pay not to exceed three (3) days from the date of the death through the date of the burial. Immediate family shall be defined as spouse, parents of employee or spouse, children, brothers or sisters.

B. Each employee shall be entitled to three (3) days per year to attend to personal business upon notification to and approval of the Chief of Police.

#### ARTICLE 6 - HEALTH INSURANCE COVERAGE

The BOROUGH agrees to pay for the full cost and provide coverage for eligible employees and their dependants in accordance with the definition of the same by the insurance carrier for hospitalization and medical insurance including major medical and Rider J in accordance with the plan promulgated by and for the State of New Jersey, which shall be the New Jersey State Health benefits Plan 14/20.

#### ARTICLE 6a - DENTAL INSURANCE COVERAGE

In lieu of a dental Program, the BOROUGH agrees to provide the reimbursement for dental care costs as follows: To an employee with no dependants; up to \$175.00 per year. To an employee with dependants; up to \$350.00 per year.(per family/total).

This reimbursement to the employee will be made within thirty (30) days after he submits to the BOROUGH, a receipt stating the cost(s) of said treatment, and a description of the treatment/care provided to him or his dependant. Said Dental Care may be performed by the Dentist/Practitioner of the employee's own choosing.

#### ARTICLE 7 - MEAL ALLOWANCE

When an employee is on assignment causing him to work more than two (2) hours beyond his regularly scheduled shift, he may receive a meal allowance upon application to the Chief of Police. Said meal allowance will be defined as \$3.00 for breakfast, \$4.00 for lunch and \$6.75 for dinner.

#### ARTICLE 8 - REIMBURSEMENT FOR COSTS WHILE ATTENDING SCHOOLS AND SEMINARS

When an employee is required by the Chief of Police to attend a Police Academy, Technical School, Seminar or Firearms Qualification Program for training in relation to his employment, the employee shall be reimbursed for reasonable expenses incurred for meals, transportation (if a private vehicle is used) and lodging while attending said training. Reimbursement for meals and lodging will be made only if approved by the Chief of Police in advance and if said training required the officer to be attendance beyond his regular shift hours. Meal allowance will be computed at the amount set forth in Article 7 above. In order to receive reimbursement for transportation, meals and lodging, the employee must present proof of his actual expenditure. Transportation reimbursement for employee's use of his own vehicle shall be at the rate of \$.21 per mile based upon the actual mileage from the BOROUGH OF BROOKLAWN to and from the place of training.

ARTICLE 9 - ATTENDANCE AT COURT OUTSIDE  
OF REGULAR DUTY HOURS

A. In the event that an employee is required to attend Court other than the Municipal Court of the Borough of Brooklawn and said employee is not on duty at the time and used his own personal vehicle for transportation to and from said Court, then the employee shall be entitled to receive a mileage allowance at the rate of \$.21 per mile, based upon the actual mileage from his place of residence to said Court.

B. When an employee is required to attend Municipal Court of the Borough of Brooklawn, or any other Court by subpoena, and said employee is not on duty at the time, then and in that event, the employee shall be entitled to receive a minimum of three (3) hours of his base pay at time and one half. In order to be compensated for Court appearances, the employee must sign in and sign out of Court with the Court Clerk or the Chief of Police. When an employee is required to attend Court other than the Municipal Court of Brooklawn, he must notify the Chief of Police in advance and submit an appropriate voucher to receive overtime pay.

C. Any officer who is on Stand-By for a Court Appearance shall be entitled to receive a minimum of three (3) hours of his base pay at time and one half.

D. Any officer scheduled to work the 12:00am - 8:00am shift when Municipal Court is scheduled may elect not to schedule Court appearances for that Court date. Advance notice of three (3) weeks must be given to the Court Clerk or Police Chief.

ARTICLE 10 - UNIFORMS AND EQUIPMENT

A. Each employee shall be entitled to a uniform and equipment allowance for 1991 in the amount of \$550.00 and for the year 1992 in the amount of \$600.00. Each employee shall purchase uniforms and equipment as have been approved by the Chief of Police and the Director of Public Safety. The employee may purchase approved equipment from the vendor of his own choosing (with prior approval from the Chief of Police) and be reimbursed for such purchases from the balance in his allowance (with proof of said purchase). Costs paid by the employee for the upkeep (cleaning) of his uniforms may also be reimbursed out of the balance of his allowance (with proof of those costs/payments) to the BOROUGH.

B. In the event that an employees uniform or equipment is damaged, destroyed or depleted by the employee acting in the course of and within the scope of his employment, the uniform allowance shall be utilized to repair or replace that portion of the uniform or equipment which has been so destroyed or damaged.

C. In the event that an employees eyeglasses or contact lenses are destroyed or damaged while an employee is acting within the scope of his employment, then and in that event, the BOROUGH agrees to repair or replace said eyeglasses or contact lenses which have been destroyed or damaged without cost to the employee. Eyeglasses or contact lenses are defined to be corrective lenses as prescribed by an Ophthalmologist or Optometrist.

D. The equipment to which this Article is applicable is that as set forth in the list of equipment attached as Schedule A.

ARTICLE 11 - WEAPONS QUALIFICATION

Each officer shall be issued the number of rounds necessary for that officer to qualify on their service weapon in accordance with the policies established by the Chief of Police and/or the Attorney General of the State of New Jersey.

## ARTICLE 12 - TRAVEL EXPENSES

All employees travelling outside of the Borough of Brooklawn on official business at the explicit direction of the Chief of Police shall be reimbursed for reasonable expenses incurred in such travel if a Borough vehicle is not supplied. The Borough shall endeavor to provide an automobile for such travel and when such vehicle is not provided, and the employee is required to use his own vehicle, the employee shall be reimbursed at the rate of \$.21 per mile computed upon the actual mileage to and from the Borough of Brooklawn to the ultimate destination. Reasonable expenses may include, but not limited to, reimbursement for meals and lodging in accordance with the conditions as set forth in Articles 7 and 8.

## ARTICLE 13 - HOLIDAYS

By virtue of the nature of the employment, the covered employees are scheduled for stated tours of duty which may fall on the normal recognized legal holidays. In lieu of time off on the holidays, each employee is entitled to twelve (12) paid holidays per year.

Holidays to be designated are as follows: New Year's Day, Martin Luther King Day, Lincolns Birthday, Washingtons Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Thanksgiving Day and Christmas Day.

## ARTICLE 14 - SALARY

It is agreed that for the year 1991, there will be a 5½% salary increase per each grade of the salary guide (as expired December 31, 1990). In the year 1992, there will be a 6% salary increase per step of the salary guide (as amended by the above). These increases will become effective only on the first (1st) day of January in each of those years; that dates commonly termed "Anniversary Dates" are not to be used.

	1991	1992
PATROLMAN - Start employ to December 31st:	\$ 21,562	\$ 22,856 <i>Pat</i>
PATROLMAN - Start First Full Calendar Year:	\$ 22,748	\$ 24,113 <i>Ray</i>
PATROLMAN - Start Second Full Calendar Year:	\$ 26,002	\$ 27,562 <i>Dallas</i>
PATROLMAN - Start Third Full Calendar Year*: \$ 28,235 * And Subsequent Years		\$ 29,929 <i>Fran + Steve</i>

## ARTICLE 15 - TRAINING

While an employee in the Bargaining Unit is required to attend a Police Academy, technical school, seminar or firearms qualifications program in conjunction with his employment, he shall receive his normal pay during enrollment at such institution and receive overtime if required to attend during off-duty hours. The Chief of Police shall have the discretion to rearrange the work schedule to eliminate overtime costs whenever deemed necessary.

## ARTICLE 16 - CALLBACK AND RECALL

A. A callback of a shift or any comparable unit during a declared emergency, which has been so proclaimed by the Chief of Police, shall result in payment of overtime to said employees so serving during the emergency. All officers, except relief officers, scheduled to work a second shift in a 24-hour period, shall be paid overtime for the second scheduled shift.

B. Recall of individual employees will be made on the basis of seniority in rotating order to be determined by the Chief of Police.

C. Any employee who is directed to and returns to work during periods other than his regularly scheduled shift shall be paid at the rate of time and one half, and shall be guaranteed a minimum of four (4) hours pay at overtime.

#### ARTICLE 17 - MANAGEMENT RIGHTS

The BOROUGH reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this AGREEMENT, in accordance with applicable laws and regulations including N.J.S.A. 34:13a-5.3 (a): to direct employees of the Department; (b): to hire, promote, transfer, assign and retain employees in positions in the Department and to suspend, demote, discharge or take disciplinary action against employees for legitimate reasons; (d): to maintain efficiency of Department operations entrusted to them; (e): to determine the methods, means and personnel by which such operations are to be conducted; and (f): to establish reasonable work rules; and (g): to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

#### ARTICLE 18 - ATTENDANCE AT NEGOTIATING SESSIONS

It is agreed that employees who are duly selected members of the negotiating team for the Bargaining Unit may attend negotiating sessions if those sessions are scheduled during their regular shift with the approval of the Chief of Police and provided that there are sufficient remaining employees on the shift to insure the safety of the Borough of Brooklawn in accordance with regularly accepted Police standards.

#### ARTICLE 19 - AGENCY SHOP

A. The BOROUGH agrees to deduct the representation fee of 85% of the amount of the regular P.B.A. dues, fees and assessments from any employee who is covered by this AGREEMENT and does not become a member of the P.B.A..

B. The P.B.A. shall submit to the BOROUGH in writing the amount of regular charges paid by a member of the P.B.A. for dues, fees and assessments so that the 85% representation fee may be computed. This information shall be submitted no later than the first week of January of each year.

C. The P.B.A. will submit to the BOROUGH a list of employees covered by this AGREEMENT that have not become members of the P.B.A.. This list will be submitted no later than the first week of January of each year and as soon as possible after the hiring of any new employee during the year.

D. The BOROUGH agrees to deduct the representation fee in equal amounts from the employees (bi)weekly salary in any calendar year. The deductions shall begin ten (10) days after receiving the list identified in Section C above or twenty (20) days after the employee is hired into a Bargaining Unit position. The BOROUGH shall have no obligation to make any deductions or payments of the representation fee after an employee resigns or is otherwise terminated by the BOROUGH.

E. P.B.A. Delegate No. 30 shall indemnify and hold the BOROUGH harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken by or against the BOROUGH by virtue of its Agreement to this Article.

## ARTICLE 20 - VACATION

A. Permanent employees shall be granted vacation leave as follows:

a) After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service. Thereafter, employees shall receive paid vacation as follows:

i) From the beginning of the first full calendar year of employment and up to five years of service, 12 working days;

ii) After five years of service and up to fifteen years of service, 15 working days;

iii) After fifteen years of service and up to twenty-five years of service, 20 working days;

iv) Twenty-five years of service and over, 25 working days.

B. The scheduling of vacations shall be determined by the Chief of Police in consultation with the Director of Public Safety so that there will be appropriate police coverage for the Borough at all times.

C. Vacation pay will be computed based upon the annual salary of the employee.

D. Vacation time for all employees should be scheduled and taken within the calendar year it is earned; however, an employee may accumulate one week (seven days) of his vacation leave for one (1) additional year, but no further.

E. In the event that an employee desires to forego up to one week vacation or part thereof, and wishes to serve on duty during that time, he is given the right to do so. However, notification of his desire to work during the vacation must be approved by the Chief of Police in the proceeding year and notification to the Governing Body must be given by the employee by the first day of October in the year preceding the vacation.

The purpose of said notification is to insure that appropriate budgetary commitments will be made by the Governing Body, and this clause must be strictly enforced.

F. Prior continuous service in the Borough of Brooklawn will be computed in determining the years of service for computation of vacation.

## ARTICLE 21 - SICK LEAVE

Sick leave shall be granted to all employees as set forth in the Civil Service Laws and Regulations of the State of New Jersey; 4:1-17.4/4:1-17.5.

## ARTICLE 22 - SHIFT DIFFERENTIAL

Any full-time employee covered by this AGREEMENT shall, when said employee is working the 4:00pm - 12:00am shift, or the 12:00am - 8:00am shift, receive an additional two (2) percent per hour on top of his base salary. This clause shall also cover any employee who works during the hours of 4:00pm - 8:00am inclusive on his regularly scheduled shift. All work schedules shall be set by the Chief of Police.

### ARTICLE 23 - SERVICE RECORDS

A. Each employee shall be entitled to inspect his service record upon request to the Chief of Police, between Monday through Friday, during the hours of 9:00am and 3:00pm, on any off-duty day.

B. Each employee shall have the right to photocopy any of these records for his own personal bookkeeping. Expense of said photocopying shall be borne by the employee.

C. Service records shall include all records in the employee's file. No papers or correspondance shall be placed into an employee's file without that employee being notified in writing within three (3) business days of that event.

### ARTICLE 24 - LODGE REPRESENTATIVE AND MEMBERS

A. A duly authorized representative of the Local, designated in writing, after reporting to the Office of the Chief of Police or Public Safety Director, shall be admitted to the premises for the purposes of assisting in the adjustment of grievances and for the investigation of complaints that the contract is being breached. Upon request, the Local Representative shall state in writing the purpose of the visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or otherwise obstruct normal police operations.

B. Leave of absence with pay to attend and serve as delegate to an annual convention of the Policemen's Benevolent Association, may be granted in writing to not more than one unit employee during the calendar year, with the extent of leave limited to five (5) days per delegate, plus travelling time. This is pursuant to N.J.S.A. 40A:14-177, upon the written application to the Chief of Police and/or Public Safety Director, not less than two (2) weeks in advance. A certification of attendance at the State Convention shall, upon request, be submitted by the Representative so attending.

### ARTICLE 25 - PHYSICAL EXAMINATIONS

The BOROUGH shall furnish to all full-time members of this Department, a yearly complete physical examination. The full cost of such physical examination shall be assumed by the Borough. The Borough shall designate the physician; it must be an out-patient physical examination, and said physical examination shall be conducted on an employee's off-duty time.

### ARTICLE 26 - INJURY ON THE JOB

The Borough shall pay the base salary of any officer who because of an illness or injury arising out of the performance of his duties, is unable to perform his usual and customary employment for the period of work disability; such period not to exceed one year for any illness or injury arising out of the same cause or incident. Provided, however, that the right to any amount of Workmen's Compensation Insurance shall be subrogated to the Borough for the base salary paid to the employee.

### ARTICLE 27 - TERMINATION OF CONTRACT

Contractual negotiations for the replacement of this AGREEMENT will commence no later than one hundred and fifty (150) days prior to the expiration of this AGREEMENT. The expiration of this AGREEMENT is: DECEMBER 31, 1992.

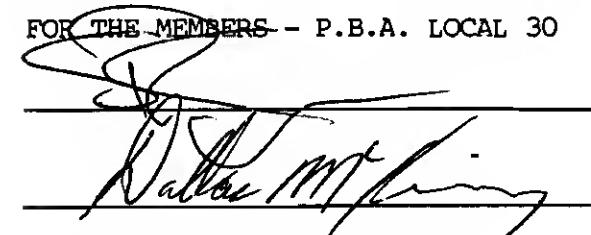
SCHEDULE A - UNIFORM AND EQUIPMENT LIST

Hat  
Hat Strap  
Hat badge  
Shirt  
Nameplate  
Collar Emblems  
Whistle  
Tie  
Tie Clip  
Trousers  
Belt  
Utility/Gun Belt  
Keepers  
Holster  
Handcuffs  
Cuff Case  
Nightstick/PR24  
Nightstick Ring/PR24 Holder  
Speedloader/Magazine  
Speedloader Case/magazine Pouch  
Boots/Shoes  
Lightweight Jacket  
Cold Weather Coat  
Raincoat  
Hat Cover  
Pocket Notebook  
Field Notebook  
Briefcase  
Pens/Pencils  
Flashlight/Batteries/Bulbs  
Mace/Mace Holder  
Bulletproof safety Vest  
Safety Vest Carrier  
Riot Helmet

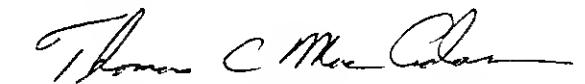
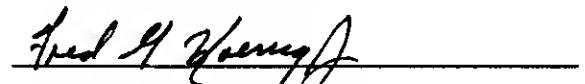
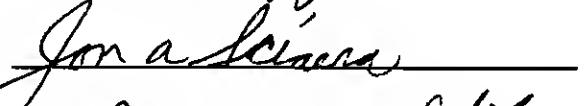
Any other uniform and/or equipment as having been approved by the Chief of Police or the Director of Public Safety may be included into this listing.

in witness whereof, the parties have hereunto set forth their hands and seals on the date first written above.

FOR THE MEMBERS - P.B.A. LOCAL 30

  
\_\_\_\_\_  
Walter McFerrin  
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\_\_\_\_\_  
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FOR THE BOROUGH OF BROOKLAWN

  
Michael F. Merlo - Mayor  
  
Richard Messow  
  
Thomas C. McColgan  
  
Fred H. Young  
  
John J. Scicca  
  
James W. Giles  
  
Robert J. Brown